United States Bankruptcy Court Southern District of New York	
In re: Delphi Automotive Systems, LLC, et al.	
Desput Automotive Systems, DEC, et al.	: Chapter 11 : (Jointly Administered Under Case No. 05-44481)
Debtor	: Amount \$29,866.36, Claim # 6043
NOTICE: TRANSFER OF CLAS	IM PURSUANT TO ERBP RULE 3001(e) (2)
To: (Transferor)	
Sandusky Electric Inc.	
Phil Smith	
1516 Milan Road Sandusky, OH 44870	
The transfer of your claim as shown above, in the amount court order) to:	t of \$29,866.36, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the Americas, New York, NY 10001	Suite 2305
No action is required if you do not object to the transfer of YOUR CLAIM, WITHIN 20 DAYS OF THE DAY	of your claim. However, IF YOU OBJECT TO THE TRANSFER TE OF THIS NOTICE, YOU MUST:
FILE A WRITTEN OBJECTION TO THE T	RANSEER WITH
Special Deputy Clerk	EVELOUS TELEBRA
United States Bankruptcy Court Southern District of New York	
Alexander Hamilton Custom House	
One Bowling Green	
New York, New York 10004-1408	
SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL Noin y	THE TRANSFEREE. your objection,
If you file an objection a hearing will be scheduled. IF Y TRANSFEREE WILL BE SUBSTITUTED ON OUR	OUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
~~~~~~~	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	
This notice was mailed to the first named party, by first ele	ass mail, postage prepaid on, 200
INTERNAL CONTROL No.	
Claims Agent Noticed: (Name of Ontside Agent) Copy to Transferee:	
	Deputy Clerk

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## <u>ASSIGNMENT OF CLAIM</u>

che "Purchase Price"), dues hereby transfer to FAIR HARBOR CAPITAL, LLC, an agent ("Assignor"), in consideration of the arm of the Americas. Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claims of Assignor, as more specifically set forth (the "Claim") against Delphi Corporation ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the No. 05-4481), in the currently outstanding amount of not less than \$29,866.36, and all rights and benefits of Assignor relating to the Claim, including entitled to receive on account of the assumption of any executory contract or lease related to the Claim and all other claims, duties of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts oved to Assignor had below and different purpose of collection and aball not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

- ☐ A Proof of Claim has not been filed in the proceedings. Assigned shall not be responsible for filing any Proof of Claim on your-behalf.
- A Proof of Claim in the amount of the has been duly and timely filed in the Proceedings (and a true copy amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of that Proof of Claim on the records of the Court,

Assignor further represents and warrants that the amount of the Claim is not less than 329,886,36 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debter on its schedule of lisbilities and any amendments thereto ("Schedule") as such; the Claim in a valid, enforceable claim against the Debter to consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assigner, this Agreement has been duly antihorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in fail or partial satisfaction of, or in connection with the payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial owns and has title to the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any fairough Assignor, in full or partial owns and has title to the Claim free of any and all light, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or preferential payment demend that have been or may be asserted by or on behalf of Debter or any other party to reduce the

Assigner hereity agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim, and Assignee does not receive on shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debrot's calate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional party. Assigner further agrees to pay all costs and attenuty fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined and entry of a final order confirming a plan of reorganization. Assignor acknowledges that, Assignor regarding the statutes of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Obetor or the Claim. Assignor represents that it has adequate information concerning the Business and financial condition of Debtor and the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assigner agrees to dialic to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per amount on the amount repeal for the period from the date of this Assignment through the date such repayment is made. Assigner finther agrees to reimburse Assigner for all costs, and expenses, including reasonable legal fees and costs, incurred by assigner is hereby deemed to acil to Assignor, and, at Assigner's uption only. Assignee hereby agrees to purchase, the balance of said Claim at the Assignee's partial costs, and expenses shall remit such payment to Assigner upon Assignee's partialization that the Claim has been allowed in the higher amount and is not subject to any objection by the Debter.

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Assignor horeby inevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as new are, or may hereafter become, due and payable for or on account of the Claim herein assigned, Assignor grants unto Assignoe full authority to do all things necessary to enforce the claim and its rights there under putabant to this Assignment of Claim. Avaignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers,

Assigner anknowledges that, in the event that the Debtor's bankruptdy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assigner shall immediately remit to Assignee all monics paid by Assignee in regard to the Claim and

Assigner agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, an assignee may from time to time request. Assignee further agrous that any distribution received by Assignor on account of the Claim, whether in the form of each, accurities, instrument or any other property, shall consulture property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than I husiness days) deliver to Assignee any such property in the same form received, together with any endorsements or dominants necessary to transfer such property to Assignee

If Ansignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each negitable to such check shall be deposited in Assignce's bank account, and Assigner shall be autornationally deemed to have waived its Claim. I hiless Assignce is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assigner, Assigner and their

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, little and interest of Assignor in and to this Assignment of Claim, All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such to-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and consumed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consums to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hercunder Assignor waives the right to demand a trial by

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its excepted signature page to this Assignment of Claim, Assignor littleby authorizes Assignee to file a notice of ithingfer pursuant to Rule 3001 (e) of the Pederal Rules of Bankruptcy Procedure ("TRBP"), with respect to the Cinin, while Assignce performs its due diligence on the Claim. Assignce, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP if, in Assignce's sole and absolute discretion, Assignce determines that due dilittence is not entisfactory. In the event Assignee transfers the Claim back to Assigner or Withdraws the transfer, at such time both Assigner and Assigner release each other of all and any obligation of liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment 

Telephone

Fredric Glass - Fair Harbor Capital, LLC

Delphi - Delphi Corporation 05-44481 | 1 #6043

UNITED STATES BANKRUPTCY COURT Southern P	
Name of Dabtor	The state of the s
Delphi Corporation	Case Number
NOTE: This form should not be used to make a claim for an administ of the case. A "request" for payment of an administrative expense was	05-44481
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